



TETRA TECH

June 28, 2017

Ms. Geri Lincoln
Silver Express Exxon
P.O. Box 420424
Haugan, Montana 59842-0242

**Subject: Corrective Action and Work Plan
Silver Express Exxon
Interstate 90, Exit 16, Haugan, MT
MDEQ Facility ID # 31-13289, Release # 5229**

Dear Ms. Lincoln:

Tetra Tech is pleased to submit this Corrective Action Plan (CAP) and Work Plan for an initial subsurface investigation at the Silver Express Exxon in Haugan, Montana (Site). Site location is provided on **Figure 1** (Attachment A).

This CAP is intended to fulfill the requirements of the MDEQ Petroleum Tank Cleanup Section (PTCS), as set forth in their phone conversations with both Tetra Tech and Advanced Environmental.

The following section presents our proposed scope of work. Referenced figures are included in **Attachment A**. An outline of anticipated costs is included as **Attachment B**.

SCOPE OF WORK

In order to meet the requirements of the MDEQ-PTS for this release, Tetra Tech proposes the following four tasks:

Task 1 – Additional Corrective Action Plan (CAP) Preparation

Activities associated with the preparation of this CAP are included in Task 1. These activities include correspondence with you, the MDEQ-PTCS and the Petroleum Tank Release Compensation Board (PTRCB). Preparation of the CAP also includes solicitation and review of bids from qualified subcontractors for drilling, site surveying and laboratory analytical services. Completion of the project cost estimate, project setup, and project contracting are also performed under this task.

Task 2 – Health and Safety Plan (HASP) Preparation

In order to comply with Occupation Safety and Health Administration Code of Federal Regulations (CFR) 29 1910.120, Tetra Tech routinely prepares a health and safety plan (HASP) for projects that involve field investigation activities, especially for those projects where environmental contaminants may be encountered. The objective of each HASP is to disclose potential chemical and physical hazards that may be encountered at a site,

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identify job hazards associated with field activities, describe safe work practices, identify personal protective equipment and decontamination procedures, and identify project contacts, emergency medical procedures, and the location of medical facilities. A HASP will be prepared for this project using Tetra Tech's standard format, which readily fulfills applicable regulatory requirements.

Task 3 – Subsurface Investigation

The subsurface investigation at the site will be accomplished by completing four main sub-tasks. The sub-tasks included in Task 3 are: 1) Soil Boring & Monitoring Well Installation; 2) Drill Cuttings Disposal; 3) Monitoring Well Survey and 4) Monitoring Well Development and Sampling. The scope of work for each sub-task is defined below.

Sub-Task 3.1 – Soil Boring & Monitoring Well Installation

Tetra Tech's environmental staff will oversee soil boring and monitoring well installation activities performed during this subsurface investigation. Four to six soil borings will be advanced during this investigation. A minimum of three of the soil borings will subsequently be completed as a groundwater monitoring wells. **Figure 2** (Attachment A) illustrates the proposed boring locations. Actual boring locations may vary depending on utility locations, physical obstructions, our interpretation of field data and observations, and/or the input of the MDEQ-PTCS.

For this investigation, Tetra Tech will contract with O'Keefe Drilling (O'Keefe) of Butte, Montana, for soil boring/sampling and monitoring well installation services. Of the two independent drilling contractors that returned bids for this project, O'Keefe's submission was the lowest qualified auger drilling bid received by Tetra Tech. Copies of the drilling services bids are attached to our Cost Estimate (Attachment B).

Tetra Tech will request underground utilities be surface-marked prior to initiation of field activities. The request will be submitted to the Utilities Underground Location Center (UULC) using their 24-hour utility notification service. Tetra Tech will also rely on you to inform us of any privately-owned underground utilities on your property.

Soil borings will be advanced to approximately 25 feet bgs in each location using O'Keefe's drill rig, which features eight-inch diameter hollow-stem augers and split-spoon soil sampling capabilities. Boring depth may vary depending on occurrence of groundwater, presence of petroleum hydrocarbon-impacted soil, and soil formations encountered. Soil samples will be collected continuously to depth using properly decontaminated split-spoon samplers. Hollow-stem augers will be used to advance borings selected to be completed as groundwater monitoring wells. All reusable down-hole equipment will be decontaminated prior to initiation of drilling at each boring location. Decontamination of all down-hole drilling equipment will be completed prior to each boring using a high-pressure steam cleaner.

Tetra Tech will record lithology and collect soil samples from the core samples. Lithologic descriptions will be logged on field forms along with other visual and olfactory observations. Drill cuttings will be temporarily staged on site for later disposal (see *Sub-Task 3.2*, below). Cuttings will be placed on pavement and/or plastic sheeting and covered with plastic sheeting.



At least one soil sample from each split spoon will be screened in the field for total volatile organic compounds (VOCs) using a flame-ionization detector (FID) field-calibrated against a 100 parts per million (ppm) isobutylene-in-air standard. Each soil sample will be comprised of a discrete, vertical interval of approximately six inches. Soil samples will be placed in zip-top plastic bags and warmed to approximately 75 degrees Fahrenheit in a shaded environment prior to analysis of total VOCs. Field screening data will be recorded on field forms. Discrete zones exhibiting visual or olfactory evidence of petroleum impacts will also be sampled and field screened for total VOCs, as will soil obtained from the inferred capillary fringe (i.e. immediately above the inferred water table, or the "groundwater interface").

Up to two soil samples will be collected from each boring and submitted for laboratory analysis of VPH and EPH screen. Soil sample intervals from the inferred capillary fringe and those exhibiting the highest concentrations of total VOCs will be preferentially selected for laboratory analyses. If total VOC concentrations in a soil boring indicate petroleum impacts to soil are negligible, only the sample obtained from the groundwater interface in that boring will be submitted for laboratory analyses.

Laboratory soil samples will be labeled, containerized in glass vessels provided by the laboratory, placed in coolers with ice, and shipped to Eurofins-Lancaster Laboratories Environmental (Lancaster), for analysis of VPH and EPH Screen by the Massachusetts Method, as required by the MDEQ-PTCS. In accordance with the RBCA screening criteria, soil samples exhibiting total extractable hydrocarbon (TEH) concentrations greater than 200 milligrams per kilogram (mg/kg) will be further analyzed for EPH fractions. For purposes of estimating costs, we assume up to two samples will require EPH fraction analyses.

The three monitoring wells will be completed with two-inch diameter, flush threaded polyvinyl chloride (PVC) well casing. Approximately 15 to 20 feet of factory-slotted (0.02-inch) PVC well screen will be placed in the boring. The top of the well screen will be placed approximately five feet above the observed groundwater level. Solid PVC "blank" will be placed from the top of the screened interval to approximately six inches bgs. All well casing joints will be threaded and sealed with o-rings. The top, north quadrant of the well casing will be marked with indelible ink; this will serve as the measuring point reference mark for future groundwater monitoring activities.

Inert sand will be placed in the annular space surrounding the well casing to at least one foot above the top of the screened interval. Each well will be sealed with hydrated, granular bentonite, placed directly above the sand. A locking well plug will be placed in each well casing, and a common-keyed padlock will be installed on each plug. Steel well casing protectors with bolt-on lids will be grouted in place and finished flush with the surrounding surface.

Observations, field data, lithology, and monitoring well completion information will be recorded on field forms. O'Keefe will submit drilling logs for each monitoring well to the Montana Bureau of Mines and Geology, Ground-Water Information Center (GWIC).

***Sub-Task 3.2 – Drill Cuttings Disposal***

Tetra Tech will load, haul, and properly dispose of the drill cuttings generated during the subsurface investigation. Drill cuttings will be disposed at the Republic Landfill in Missoula, Montana following approval for disposal.

Sub-Task 3.3 – Monitoring Well Survey

Following completion of monitoring well installation activities, Tetra Tech will contract Morrison-Maierle Inc. to perform a latitudinal/longitudinal and elevation (a.k.a. “X/Y, Z”) survey of the monitoring wells. The previously-established measuring point for each well (the top, north quadrant of the PVC well casing) will be surveyed. Tetra Tech will use these data to update the existing site diagram and confirm top of casing elevations of previously installed monitoring wells.

In accordance with the MDEQ’s *Technical Guidance Document #2 – Surveying Monitoring Wells*, Tetra Tech will require the surveyor to provide elevation data relative to the North American Vertical Datum of 1988 (NAVD 88) and latitudinal/longitudinal data relative to the North American Datum of 1983 (NAD 83). Tetra Tech will require the surveyor to provide data with measurement precision of 1.0 foot (X/Y) and 0.01 foot (Z).

Sub-Task 3.4 – Monitoring Well Development & Sampling

Monitoring well development will be performed immediately following installation. Prior to development, depth to water (DTW) will be measured in each well using an electronic probe. Measurements will be taken relative to the previously-established measuring point, and DTW data will be used to calculate the volume of water (“casing volume”) in each well.

Tetra Tech personnel will develop the three new wells using a “surge and purge” technique. New, disposable polyethylene bailers and a reusable bailer reel with Teflon®-coated cable will be used to agitate groundwater in each well casing for the purpose of suspending sediment particles in the water. Suspended solids will be evacuated using the bailers. Development of each well will continue until turbidity of the evacuated water declines noticeably, or until approximately 10 casing volumes of water have been evacuated, if the well produces sufficient water.

Evacuated water will be spread on the ground surface proximate to the well from which it originated. All reusable down-hole equipment will be decontaminated prior to development of each well. Decontamination will consist of a Liquinox® detergent solution scrub, a 10-percent methanol solution rinse, and a deionized (DI) water rinse. Observations and field measurements will be recorded on field forms. Monitoring wells will be allowed to recharge a minimum of 24 hours before initiating groundwater monitoring activities.

Groundwater monitoring activities will occur at the site during a single sampling event. The three newly installed well along with the on-site public water supply well will be sampled.

Groundwater monitoring will consist of measuring DTW, measuring select intrinsic biodegradation indicators (IBIs) during evacuation, and collecting groundwater samples



for laboratory analyses. DTW will be measured as described above, and DTW data will be used to calculate casing volumes for the monitoring wells. Approximately three casing volumes of water will be evacuated from each well prior to collection of laboratory analytical samples. Well evacuation will be accomplished using a peristaltic pump and a new, disposable sample tubing for each well. IBI parameters will be measured from representative aliquots for each casing volume, and evacuation will continue until IBI parameters for the individual wells stabilize. Evacuated water will be dispersed on paved surfaces proximate to each well. The water sample from the public water supply well will be collected from the closest tap to the well.

IBI parameters monitored will include dissolved oxygen (DO), temperature, pH, specific conductance (SC), and oxidation/reduction potential (ORP). Temperature, pH, SC, and ORP will be measured for representative aliquots using electronic probes in an open vessel.

Laboratory analytical samples will be containerized and preserved in accordance with the requirements of the analytical laboratory, using vessels and preservatives provided by the laboratory. The sample vessels will be labeled, placed in coolers with ice, and shipped to Lancaster using chain-of-custody protocol for VPH and EPH screen analyses in accordance with the Massachusetts Method. In accordance with RBCA screening criteria, groundwater samples exhibiting TEH concentrations greater than 1,000 micrograms per liter ($\mu\text{g/l}$ – i.e. “parts per billion,” or “ppb”) will be further analyzed for EPH fractions. Each groundwater sample will also be analyzed for intrinsic biodegradation parameters including methane, manganese, ferrous iron, sulfate and nitrate.

All reusable, down-hole equipment will be decontaminated before monitoring each well. Decontamination will include the Liquinox[®]/methanol/DI procedure outlined above. Groundwater monitoring observations and field data will be recorded on field forms.

Task 4 – Report Preparation

Following our receipt of final laboratory analytical data from the subsurface investigation and groundwater monitoring event, Tetra Tech will prepare an Abbreviated Report Format for Soil Boring and Groundwater Monitoring Well Installation (AR-03) which will include soil and groundwater results, boring and well installation logs, an updated site map, conclusions and recommendations for subsequent work, if warranted.

SCHEDULE

Tetra Tech will coordinate the project schedule with you, the MDEQ-PTCS, and our subcontractors (Boland and Arrow Creek) following our receipt of your authorization to proceed and our receipt of MDEQ-PTCS and PTRCB approval of this work plan and associated cost estimate. For the purpose of the work plan, we assume the soil boring and monitoring well installation and groundwater sampling activities can be completed in five field days. Drill cuttings disposal and monitoring well survey activities will be completed following monitoring well installation. Laboratory analyses of soil and groundwater samples typically takes three to four weeks.



FEE

Attachment B contains a detailed project cost estimate for the scope of work described above. A summary of our anticipated costs for this subsurface investigation follows:

<input type="checkbox"/> Task 1 – CAP Preparation	\$ 1,045.00
<input type="checkbox"/> Task 2 – Project Management	\$ 560.00
<input type="checkbox"/> Task 3 – Subsurface Investigation	\$25,692.76
<input type="checkbox"/> Task 4 – Report Preparation	<u>\$ 2,640.00</u>
	\$29,937.76

ACCEPTANCE

If you are in agreement with the terms and conditions of this work plan, as described above, please review, sign, and return a copy of the attached Consulting Service Agreement (**Attachment C**). Our receipt of a signed copy of our Consulting Service Agreement will serve as our authorization from you to proceed with this scope of work. A fully-executed copy of the work order will be returned to you for your file.

A copy of this work plan has been submitted to the MDEQ-PTCS and the PTRCB on your behalf. If you have any questions regarding this project, please contact me in our Missoula office at your earliest convenience (406-543-3045). I appreciate the opportunity to prepare this scope of work for you, and I look forward to helping you meet the requirements of the MDEQ-PTCS for this release.

Respectfully Submitted:

A handwritten signature in blue ink, appearing to read 'Daniel Earnest'.

Daniel Earnest
Project Manager
daniel.earnest@tetrattech.com

Attachments: A – Figures
B – Project Cost Estimate
C – Consulting Service Agreement

cc w/ Attachments:

Mr. Reed Miner, MDEQ-PTCS, 655 Timberwolf Parkway,
Suite 3, Kalispell, MT 59901-1215

Ms. Ann Root, PTRCB, P.O. Box 200902, Helena,
Montana 59620-0902



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ATTACHMENT A

Figures

Figure 1 - Site Vicinity Map



Google earth

feet 1000
meters 300



Figure 2 - Site Map



Google earth

feet 200
meters 70

○ = Proposed Soil Boring Locations



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ATTACHMENT B

Project Cost Estimate

COST ESTIMATE
CORRECTIVE ACTION PLAN
Silver Express Exxon
MDEQ Facility I.D. 31-13289, Release # 5229
June 2017

TASK NO. 1 (101): WORK PLAN PREPARATION

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Project Scientist, (CAP prep)	\$1,045.00	1	\$1,045.00
TOTAL TASK 1			\$1,045.00

TASK NO. 2 (102): PROJECT MANAGEMENT - HEALTH & SAFETY

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Project Manager, per hr	\$140.00	4	\$560.00
Project Scientist, (HASP prep)	\$105.00	4	\$420.00
TOTAL TASK 2			\$980.00

TASK NO. 3 (103): MOBILIZATION

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Drilling Mobilization (180 miles roundtrip)	\$2.25	180	\$405.00
Groundwater Sampling Mobilization (180 miles roundtrip)	\$2.25	180	\$405.00
TOTAL TASK 3			\$810.00

TASK NO. 4 (104): WELL INSTALLATION FILEDWORK

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Staff Scientist, per hr	\$105.00	60	\$6,300.00
TOTAL TASK 4			\$6,300.00

TASK NO. 5 (105): MONITORING WELL INSTALLATION

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Drilling Subcontractor, per attached bid (plus 7%)	\$10,218.00	1	\$10,933.26
TOTAL TASK 5			\$10,933.26

TASK NO. 6 (106): SITE SURVEY

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Survey Subcontractor, estimate (plus 7%)	\$2,400.00	1	\$2,568.00
TOTAL TASK 6			\$2,568.00

TASK NO. 7 (107): WELL INSTALATION MISCELLANEOUS

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Photoionization Detector, per day	\$82.50	3	\$247.50
Common-keyed Padlocks, each	\$15.00	3	\$45.00
Decon Fluids, per gallon	\$1.50	10	\$15.00
TOTAL TASK 7			\$307.50

TASK NO. 8 (108): LODGING & PER DIEM

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Lodging, per night	\$95.00	4	\$380.00
Per Diem	\$23.00	6	\$138.00
TOTAL TASK 8			\$518.00

TASK NO. 9 (109): GROUNDWATER MONITORING

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Groundwater Sampling, per well	\$180.00	4	\$720.00
(3 monitoring wells + PWS * 1 events = 4 units)			

TOTAL TASK 9 **\$720.00**

TASK NO. 10A (110A): LABORATORY ANALYSES - SOIL

6 soil borings, 2 samples per boring

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
VPH, soil, per sample	\$58.00	12	\$696.00
EPH screen, soil, per sample	\$40.00	12	\$480.00
EPH Fractionation, soil, per sample	\$128.00	6	\$768.00
Soil Sampling Fee	\$10.00	12	\$120.00

TOTAL TASK 10A **\$2,064.00**

TASK NO. 10B (110B): LABORATORY ANALYSES - GROUNDWATER

(3 monitoring wells + PWS * 1 events = 4 units)

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
VPH, groundwater, per sample	\$58.00	4	\$232.00
EPH screen, groundwater, per sample	\$40.00	4	\$160.00
EPH Fractionation, groundwater, per sample	\$128.00	2	\$256.00
Ferrous Iron, groundwater, per sample	\$6.00	4	\$24.00
Total Manganese, groundwater, per sample	\$6.00	4	\$24.00
Nitrate / Nitrite, groundwater, per sample	\$20.00	4	\$80.00
Sulfate, groundwater, per sample	\$17.00	4	\$68.00
Methane, groundwater, per sample	\$42.00	4	\$168.00
Groundwater Sampling Fee	\$10.00	4	\$40.00

TOTAL TASK 10B **\$1,052.00**

TASK NO. 11 (111): WELL INSTALLATION REPORT

	<u>RATE</u>	<u>UNITS</u>	<u>COST</u>
Soil Boring & Groundwater Monitoring Well Installation Report	\$110.00	24	\$2,640.00

TOTAL TASK 11 **\$2,640.00**

TOTAL ESTIMATED COST	\$29,937.76
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ATTACHMENT C

Consulting Service Agreement / Work Authorization



MASTER CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made this ___28th___ day of ___June_ 2017_, by and between:

Tetra Tech, Inc.
2525 Palmer Street, Suite 2
Missoula, MT 59808

(hereinafter referred to as the "Consultant") and:

Ms. Geri Lincoln
Silver Express Exxon
P.O. Box 420424
Haugan, Montana 59842-0242

(hereinafter referred to as the "Client")

WHEREAS the Client requires that certain Services (the "Services") be provided by consultant as set forth in Work Authorization(s) signed by Client (a sample of which is attached hereto as Exhibit A). to the extent a Work Authorization conflicts with the terms of this Agreement, this Agreement shall control.

WHEREAS the Consultant possesses the necessary skills and experience to provide the required Services;

NOW THEREFORE the Client and the Consultant hereby agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS

The Contract (and the Contract Documents) shall be deemed to include:

1. Master Consulting Services Agreement
2. General Terms and Conditions of the Master Consulting Services Agreement
3. Consultant's Proposal
4. Work Authorization

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.

ARTICLE 2 SCOPE OF SERVICES

The Scope of Services under this Agreement shall be as set out in the Consultant's Proposal(s) and subsequent Work Order(s), or as otherwise mutually agreed to by the Consultant and the Client in writing. It is the intention of this Agreement that the Consultant furnish all labor, materials, equipment, supplies, services, facilities, and all other things necessary to provide the required Services, except those items specifically stated as being furnished by the Client.

ARTICLE 3 SCHEDULE

The Consultant shall commence work promptly upon receipt of authorization to proceed, and shall proceed diligently and continuously to provide the Services in accordance with the schedule set out in the Consultant's proposal or otherwise mutually agreed to by the Consultant and the Client.

If any of the Services described in Article 2 hereof shall have been performed prior to execution of this Agreement by all parties hereto, and at the direction of the Client, then in such event, this Agreement shall take effect as of the date such Services actually commenced, and Consultant shall be reimbursed for all such costs incurred at the direction of the Client.

ARTICLE 4 COMPENSATION

In consideration of the performance of the Services described herein and the fulfillment of all covenants and conditions applicable thereto, the Client hereby agrees to make payment to the Consultant for Services actually provided at the Consultant's rates set forth in the Consultant's proposal and in accordance with the Terms and Conditions of the Consulting Services Agreement attached hereto.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the following parties hereto have executed this Agreement as of the effective date first written above.

Tetra Tech, Inc.

Client

By: _____

By: _____

Name: Daniel Earnest

Name: _____

Title: Project Manager

Title: _____

Date: 6/28/2017

Date: _____

GENERAL TERMS AND CONDITIONS OF THE MASTER CONSULTING SERVICES AGREEMENT

The following provisions shall be incorporated into and be deemed to be a part of the Agreement between Tetra Tech, Inc. (the "Consultant") and ___Silver Express Exxon_____ (the "Client"), wherein the Consultant is required to provide professional consulting services to the Client.

1. STANDARD OF CARE

The Consultant will provide professional consulting services, as defined in the Scope of Work or otherwise mutually agreed to between the Consultant and the Client, and in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing comparable services under comparable circumstances at the time services are performed under this Agreement. No other representations are made to the Client, express or implied, and no warranty or guarantee not expressly stated herein is included or intended in this Agreement or in the Consultant's proposals, contracts, reports, opinions, designs or documents.

2. RELATIONSHIP OF THE PARTIES

A. If all or any part of the Scope of Work is to be performed in the general vicinity of an existing operating plant or facility owned or operated by the Client or in an area where dust, fumes, gas, noise, vibrations and other particulate or non-particulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to employees working in the area, or to others working in the general vicinity of the work area, the Client shall notify the Consultant of such nuisance or health hazard and thereafter the Consultant and all subcontractors shall take reasonable measures to protect their employees against such possible nuisances or health hazards.

B. Consultant and its employees, agents, affiliates and subcontractors shall act solely as independent contractors in performing Services under this Agreement. Except as specifically provided in this Agreement Consultant shall have no right or authority to act for Client and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of, or on behalf of, Client. Consultant, its employees, agents, affiliates and subcontractors shall not be considered agents or employees of Client. Reliance upon the Services provided under this Agreement is limited to Client and any third party reliance that may be available is contingent upon written agreement executed by Consultant and upon the full execution by the third party of a letter of understanding provided by Consultant. Client acknowledges that the Services provided under this Agreement shall in no way be construed, designed or intended to be relied upon as legal advice or interpretation.

3. CLIENT RESPONSIBILITIES

A. Client shall: (1) provide Consultant, in writing, all information relating to Client's requirements for the project; (2) correctly identify the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify Consultant of any potential hazardous substances or other health and safety hazard or condition known to the Client existing on or near the project site; (4) give Consultant prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

B. The Client shall furnish right-of-entry and equipment access for the Consultant and its subcontractors to make borings, surveys and/or explorations. While the Consultant will operate with reasonable care so as not to damage property or improvements, cost of repairing any unavoidable damage shall not be the responsibility of the Consultant, unless otherwise stated herein. The Consultant shall not be liable for damage to or injury arising from damage to subterranean structures or infrastructure (pipes, tanks, cables, etc.) which are not called to the attention of the Consultant and correctly shown on the plans furnished to the Consultant, in connection with Services provided under this Agreement.

4. SITE CONDITIONS

A. The Client acknowledges that environmental, geologic, and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by the Consultant. Because the available data are

limited, the Client acknowledges that there is some level of uncertainty with respect to the interpretation of these environmental, geologic, and geotechnical conditions, despite the professional care and skill applied by the Consultant.

B. Consultant acknowledges that Client has notified Consultant of all such hazardous substances which it knows or which it reasonably suspects are or may be present at or contiguous to the site or which may otherwise affect the Services known to Client. Client shall notify Consultant as soon as practicable if Client discovers either the presence of hazardous substances or facts or information which causes Client to reasonably suspect the presence of any such hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment, whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid or gaseous form. As Consultant has been advised of such conditions at the site known to Client, Consultant shall assume responsibility to advise its employees, agents, affiliates, subcontractors and any third parties invited by Consultant to the site of the same conditions and additional conditions known to Consultant.

C. Consultant acknowledges that Client has notified Consultant whether all or any part of the work to Client's knowledge, is to be performed in the general vicinity of an area where asbestos, dust, fumes, gas, noise, vibrations or other particulate or non-particulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area. Consultant is authorized by Client to take all reasonable measures Consultant deems necessary to protect its employees against such possible health hazards or nuisance. If Consultant is required to upgrade to Personal Protection Levels B or A, the reasonable direct cost of such measures shall be borne by Client.

D. If any previously undisclosed hazardous substances or conditions are discovered or reasonably suspected by Consultant during performance of the Services, Consultant may, at its discretion, suspend the Services until reasonable measures have been taken to protect Consultant's employees from such hazardous substances or conditions. Whether or not Consultant suspends the Services, in whole or in part, Client and Consultant agree that the scope of the Services, terms and conditions, schedule and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition or Consultant or Client may, at their discretion, terminate the Agreement.

5. MONITORING

The Client recognizes that a satisfactorily designed, installed, and maintained monitoring system may assist in the early detection of environmental changes, and if detrimental changes are detected, permit prompt development and implementation of mitigating or remedial measures. Unless it is specifically included in the Scope of Work under this Agreement, the Consultant will not perform such monitoring, and any such monitoring shall be the sole responsibility of the Client.

6. REUSE OF DOCUMENTS

A. The Client shall have the right to use the reports, reproductions thereof, drawings and specifications resulting from the Consultant's efforts under the Agreement (the "Materials") only for those purposes expressly contemplated in the Agreement. The Materials shall not be used by Client for other projects, for additions to the subject project, for any portions of the project following any termination of the Consultant, or for completion of the project by others (unless the Consultant is in material breach of this Agreement), except by agreement in writing.

B. In the event that the Client agrees to, permits or authorizes changes in the drawings, specifications, reports and documents prepared by the Consultant pursuant to this Agreement, which changes are not consented to in writing by the Consultant, the Client acknowledges that the changes and any effects arising there from are not and shall not be the responsibility of the Consultant and the Client agrees to release the Consultant from all liability arising from the use of such changed documents. The Client further agrees to defend, indemnify and hold harmless the Consultant, its affiliates and their respective directors, officers, employees, agents and subcontractors from and against all claims, demands, damages or costs arising from such unauthorized changes and their effects.

7. PRESERVATION OF SAMPLES

The Consultant shall not be obligated to preserve samples of soil, rock, or water obtained from the project site(s) for longer than thirty (30) days after the issuance of any document that includes, but is not limited to, the data obtained from

those samples. The Client agrees to receive any such sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the 30-day term.

8. GOVERNMENT RELATIONS

The Consultant shall act only as an advisor in all governmental relations.

9. INFORMATION PROVIDED BY OTHERS

The Consultant shall provide the required Services based upon information available at the time, including information provided by the Client and others upon which the Consultant shall reasonably be entitled to rely. The Consultant shall not be liable for any errors, omissions, or inaccuracies which result from the Consultant's reliance on such information provided by others, provided however that the Consultant shall be obliged to review such information for appropriateness, prior to its use, and shall promptly notify the Client of any apparent errors, omissions or inaccuracies.

10. COMPENSATION

A.. The Consultant shall be compensated for all labor, material, equipment, subcontract and related charges (including all applicable taxes) incurred in connection with providing the required professional consulting services, including such activities as investigations, research, design development, preparation of reports, drawings and specifications, and construction management or site inspections / construction oversight, as well as for word processing, graphics, report production, and other clerical activities associated with the Services.

B. Time spent traveling, when in the interest of the project, will be charged to the Client at hourly rates. No more than eight (8) hours of travel time will be charged in any day.

C. The estimated budget or maximum fee set forth in the Consultant's Proposal is for the Scope of Work described therein. Additional work due to changes in the Scope of Work requested by the Client, as well as additional work due to changed field conditions, shall constitute additional services for which additional compensation shall be paid in accordance with the Schedule of Charges.

D. In January of each year following the date of this Agreement, the Schedule of Charges shall be subject to review and adjustment, as necessary to reflect annual increases in wages and operating expenses.

11. INVOICES AND TERMS OF PAYMENT

A. Invoices for Services provided by the Consultant will be rendered monthly, and will be payable by the Client upon receipt. Such invoices will clearly delineate: the task(s) worked on; the respective quantities of each task completed or the time and expenses incurred; the applicable unit rate(s); the arithmetic extensions of the amounts invoiced; and such additional information as may be appropriate in support of the invoice. The Client hereby agrees that the periodic invoices rendered by the Consultant are correct, conclusive, and binding on the Client unless the Client notifies the Consultant in writing, within ten (10) days from the date of receipt of such invoices, of alleged inaccuracies, discrepancies, or errors.

B. The Client will pay an amount equal to sixty (60) days of the total estimated fees based on a cash flow estimate by the Consultant prior to the Consultant's performance of the Services as a retainer. It is understood that under the terms of the Master Services Agreement a separate Work Authorization will be executed prior to the performance of the Services. The retainers paid under the terms of this Master Services Agreement will be based upon the fees for each Work Authorization executed under the terms of this Master Services Agreement. The retainer will be applied Consultant's invoices submitted at the point at which the retainer balance is equal to the remaining contract value. If there is any remaining balance in the retainer account at completion, it is understood that any remaining balance will be returned to the Client.

C. Should the Client fail to make payment on any invoice within thirty (30) days of the date of receipt of such invoice, a late payment charge of 1-1/2% per month, or a monthly charge not to exceed the maximum rate allowed by law, will be payable on any outstanding balance. Should the client fail to make payment on any invoice within sixty (60) days of the date of receipt of such invoice, the Consultant shall have the right to consider such default in payment a material breach

of this Agreement and may, upon giving seven (7) days written notice, suspend any or all services in connection with the Project until all outstanding amounts are paid in full. Any attorneys' fees or other costs incurred in collecting any delinquent account shall be paid by the Client.

D. If payment for services rendered is to be made to the Consultant by a third-party lender, on behalf of the Client, the Client agrees that the Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services

12. LIMITATION OF LIABILITY

The Client agrees that the Consultant's liability to the Client, including that of Consultant's directors, officers, employees, agents and subcontractors, for all claims, suits, including, but not limited to, third party claims and suits, arbitrations or other proceedings arising from the performance of the Services under this Agreement, shall be limited to an aggregate of \$50,000 or the fee for services rendered, whichever is less, and shall in no case exceed the amount of the insurance coverage provided by the Consultant under this Agreement. The Consultant shall not be liable to the Client, Client's employees, consultants, contractors, subcontractors, agents, or any other third parties for special, incidental, consequential, or penal losses or damages (including but not limited to lost profits and/or loss of use of the project or site that is the subject of this Agreement) under any circumstances.

13. INDEMNIFICATION

A. The Consultant shall indemnify the Client from and against all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which the Client hereafter may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation or alleged violation of governmental laws, regulations or orders to the extent that the Client proves such death, injury or damage was caused by (1) the gross negligence or willful misconduct of the Consultant, its directors, officers, employees, agents, or representatives in performance of this Agreement; or (2) the Consultant's breach of any term or provision of this Agreement; except to the extent such liabilities or losses are attributable to the gross negligence or willful misconduct of the Client.

B. The Client acknowledges that in seeking the professional services of the Consultant, the Client may be requesting the Consultant to undertake, for the Client's benefit, activities involving the presence or potential presence of hazardous, toxic or pollutive substances. The Client shall indemnify, defend, and hold harmless the Consultant and its directors, officers, employees, agents and subcontractors, from and against all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable expert witness and attorney fees), which the Consultant hereafter may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation or alleged violation of governmental laws, regulations or orders as a result of or in connection with (1) any actual or potential environmental pollution or contamination, including, without limitation, any actual or threatened release of toxic or hazardous materials, or failure to detect or properly evaluate the presence of such substances; or (2) any action taken by the Consultant, its directors, officers, employees, agents, or representatives as Client's agent under the section entitled REPORTING AND DISPOSAL REQUIREMENTS.

C. In the event that a claim is made by one party or parties against the other party or parties, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of professional services, or any breach of this Agreement, and the claiming party fails to prove such claim, then the claiming party shall pay any and all costs incurred by the defending party in defending itself against the claim, including, but not limited to, attorneys' fees, expert witness fees, and court costs. The claiming party agrees that such payment shall be made immediately following dismissal of the case or upon entry of final, non-appealable judgment.

14. INSURANCE

A. The Consultant will maintain, throughout the term of this Agreement, insurance of the kinds and having the limits of liability and coverage as set forth below:

1. Worker's Compensation - Coverage A Statutory

	Employer's Liability - Coverage B	\$1,000,000 each occurrence
2.	Commercial General and Contractual Liability	
	Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
3.	Comprehensive Automobile Liability	
	Combined Single Limit	\$1,000,000
4.	Professional Liability	\$2,000,000 each occurrence \$2,000,000 aggregate

B. Upon request by the Client, the Consultant shall provide a Certificate of Insurance evidencing such coverage and shall not cancel, reduce, restrict or change in any way the insurance coverage provided, without giving at least thirty (30) days prior written notice to the Client.

15. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

The Consultant agrees not to disclose to third parties, without the Client's prior written permission, confidential or proprietary information or trade secrets provided to the Consultant or its employees, agents, or subcontractors, which have not been previously disclosed to the Consultant by outside third parties, or which are not in the public domain, except to the extent that such information is required by law or by the professional obligations of the Consultant to be disclosed. The Consultant will use its reasonable efforts to safeguard from unauthorized disclosure to third parties any such information given to it. The Client agrees not to disclose to third parties confidential or proprietary information provided to it by the Consultant without prior written permission.

16. **REPORTING AND DISPOSAL REQUIREMENTS**

A. Nothing contained in this Agreement shall be construed or interpreted as requiring the Consultant to assume the status of an owner, operator, generator, transporter, storer, treater, disposer or person who arranges for disposal, as those terms, or any other terms, appear within any federal or state statute governing the treatment, storage and disposal of hazardous or toxic substances or wastes. The Client shall be solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the project site(s), or discovered during the performance of the Services under this Agreement.

B. The Client shall be solely responsible for making and paying for all necessary arrangements to lawfully store, treat, recycle, dispose of, or otherwise handle hazardous or toxic substances or wastes, including, but not limited to, used or unused samples, drill cuttings, or water from well development, sampling and/or testing left on the project site(s) by the Consultant. The Client agrees to be the signatory as generator for any manifests required for such materials. The Consultant may, in its sole discretion, agree to make such arrangements on behalf of the Client, as the Client's agent, however, no agreement by the Consultant to make such arrangements on behalf of the Client on any such occasion shall confer any responsibility or liability upon the Consultant or be construed to be an agreement to make such arrangements on any preceding or succeeding occasions.

17. **TERMINATION**

A. If either party to this Agreement should fail to comply with the requirements of the Agreement, the other party may notify the failing party in writing that it is in default of its contractual obligations and instruct it to immediately correct the fault. If the default is not immediately corrected, the notifying party may, without prejudice to any other right or remedy it may have, terminate the Agreement. This Agreement may also be terminated by the mutual written consent of both parties with 30 days prior written notice.

B. Upon termination of the Agreement, the Client shall immediately compensate the Consultant for work completed

and Services rendered. In addition, an equitable adjustment shall be made to provide for termination costs arising from commitments which had become firm before termination, and for the winding up and protection of the work. If the Consultant is in default, the Client shall be entitled to deduct from the monies owing to the Consultant the amount of any incremental costs reasonably incurred in correcting the default, provided that such incremental costs are certified to the Consultant. There shall be no payment for loss of anticipated profits or consequential damages.

C. All provisions of the Agreement under the headings TERMS AND CONDITIONS, LIMITATION OF LIABILITY, INDEMNIFICATION and REPORTING AND DISPOSAL REQUIREMENTS shall survive the termination, suspension or completion of this Agreement.

18. UNFORESEEN CIRCUMSTANCES

If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in Consultant's sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the Scope of Services, Client will agree with Consultant to modify the Scope of Services and Consultant will provide an estimate of additional charges to include provision for the previously unforeseen circumstances. Such estimate, when executed by Client and Consultant will be a valid change order in accordance with the provisions of Section 10 of this Agreement. As an alternative, Consultant may terminate Services under this Agreement in writing effective on the date specified by Consultant, in which event Client shall pay Consultant for services performed to the date of termination, plus reasonable expenses of termination.

19. FORCE MAJEURE

Consultant shall not be liable to Client for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of Consultant, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and Consultant shall have no further liability to Client therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto

20. ASSIGNMENT OF AGREEMENT

Neither the Client nor the Consultant shall assign any rights or obligations under this Agreement without the prior written consent of the other.

21. ENTIRE AGREEMENT

The written Agreement constitutes the entire Agreement between the Client and the Consultant. It supersedes all prior written or oral agreements, or contemporaneous communications with respect to the subject matter thereof, and has not been induced by any representation, statements, or agreements other than those herein expressed.

22. MODIFICATION OF AGREEMENT

The conditions of this Agreement may not be modified except by written agreement between the Consultant and the Client, and no amendment to this Agreement shall be binding on either party unless reduced to writing, and signed by an officer or duly authorized representative of the party sought to be bound thereby.



Exhibit A

WORK AUTHORIZATION

TO: Tetra Tech, Inc.

FROM: *Silver Express Exxon*

WORK AUTHORIZATION NO.: 1

PROJECT TITLE: *Silver Express Exxon*

PROJECT LOCATION: *Interstate 90, Exit 16, Haugan, Montana 59842-0242*

Pursuant to the terms and conditions of the Master Consulting Services Agreement dated (6/28/2017) this Work Authorization hereby authorizes Tetra Tech, Inc. to perform the specific services and under the particular conditions set forth herein:

1. **SCOPE OF WORK:** Per the Scope of Work attachment hereto.
2. **COMPENSATION:** *Time and materials per the Contractor's proposal, attached.*
3. **BILLING SCHEDULE:** *Monthly*
4. **TIME FOR COMMENCEMENT:** *June 1, 2017*
5. **TIME FOR COMPLETION:** *December 31, 2017*
6. **REPORTING REQUIREMENTS:** *As noted in attached Work Plan.*
7. **OTHER PROVISIONS:** *N/A.*

Upon execution of this Work Authorization, Client and Tetra Tech agree to bound by and comply with all the terms and conditions contained in the above referenced Master Consulting Services Agreement, except as modified by the specific terms and conditions, if any, contained herein.

APPROVED AND ACCEPTED BY:

Client's Name
(Client)

Tetra Tech, Inc.
(Consultant)

Signed: _____

Signed: _____

Name: _____

Name: Daniel Earnest

Title: _____

Title: Project Manager

Date: _____

Date: June 28, 2017